4/27/10 9:25:25 DK T 8K 3,158 PG 207 DESOTO COUNTY, MS W.E. DAVIS, CH CLERK

TYPE OF DOCUMENT:

MODIFICATION AGREEMENT

(To: LAND DEED OF TRUST)

LAND DEED OF TRUST ORIGINALLY RECORDED ON APRIL 30, 2009, AT BOOK 3,024, PAGE 354, OF THE LAND RECORDS OF DESOTO COUNTY, MS

GRANTORS: Tamara Reaves, Edward Newton Overstreet, Shannon Limbert

and Estate of Crystal Delaine Overstreet

2350 Hubert Manual Road

Michie, TN 38357

GRANTEES: William F. Hagan, Trustee and Austin Law Firm, P.A.

Austin Law Firm, P.A.

6928 Cobblestone Drive, Suite 100

Southaven, MS 38672

662-890-7575

PREPARED BY AND RETURN TO:

Austin Law Firm, P.A. Attorneys at Law

6928 Cobblestone Drive, Suite 100

Southaven, MS 38672

662-890-7575

## MODIFICATION AGREEMENT

## WITNESSETH:

WHEREAS, Debtors are indebted to Secured Party as evidenced by that certain Land Deed of Trust dated March 31, 2009, in the original principal amount of all legal fees and expenses in the Estate of Crystal Delaine Overstreet, and the Estate of Carolyn Marie Roe, but not to exceed the sum of Ten Thousand and No/100 Dollars (\$10,000.00), plus interest at the rate of Eight Percent (8%) per annum evidenced by a promissory note of even date herewith in favor of Secured Party, and

WHEREAS, said Note is presently secured by a first priority Land Deed of Trust which appears of record in real estate Deed of Trust Book 3,024, Page 354, in the office of the Chancery Clerk of DeSoto County, Mississippi, and,

WHEREAS, Secured Party has asked that the terms of the said Promissory Note and Deed of Trust be modified as herein set forth.

NOW THEREFORE, in consideration of the premises, the mutual agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant, contract and agree to modify and amend the aforesaid note and Land Deed of Trust as follows:

The current due date for the Land Deed of Trust is hereby extended to May 1, 2011.

The Deed of Trust securing the indebtedness of the Debtors to Secured Party shall secure all indebtedness and obligations of Debtors to Secured Party, whether now existing or hereafter arising, including without limitation the indebtedness evidenced by the Note.

Nothing in this agreement shall adversely affect or invalidate any security now held by the Secured Party for the payment of the Note, nor impair, nor release any covenant, condition or agreement in the Note, the Land Deed of Trust or in any other instrument or document evidencing or securing any indebtedness of Debtors to Secured Party which, except as modified herein, in all other respects shall continue in full force and effect, and Debtors agree to perform, comply and abide by each covenant agreement, condition, term and stipulation of this Agreement, the Note, the Land Deed of Trust and all other aforesaid instruments and documents not inconsistent with this Agreement. Any default under the Note, the Land Deed of Trust or under any of the other instruments or documents evidencing or securing the indebtedness evidenced by the Note shall constitute a default hereunder, and vice versa.

Except as herein modified, the aforesaid Promissory Note and Land Deed of Trust shall remain in full force and effect and said Promissory Note and Land Deed of Trust, as so modified, are hereby ratified and affirmed in all respects.

This Agreement shall be binding upon all and shall inure to the benefit of the heirs, successors and assigns of the parties hereto.

The undersigned request the Chancery Clerk to make a notation of this agreement on the face of the record of the aforesaid Land Deed of Trust.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first above written.

AUSTIN LAW FIRM, P.A.

tle: Vui - Dre

**DEBTORS**:

TAMARA RĒĀVES, Individually

EDWARD NEWTON OVERSTREET

SHANNON LIMBERT

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first above written.

AUSTIN LAW FIRM, P.A.
BY: Title:
DEBTORS:
TAMARA REAVES, Individually
EDWARD NEWTON OVERSTREET
SHANNON LIMBERT

STATE OF MISSISSIPPI COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named, KELLY H. SMITH who acknowledged that She is the VICE-PRESIDENT of AUSTIN LAW FIRM, P.A., and that for and on behalf of said Secured Party and as its free act and deed, She signed, sealed and delivered the above and foregoing instrument on the day and year therein mentioned, 5he having been first duly authorized so to do.

Given under my hand and official seal this the 10th day of April

NOTARY PUBLIC 2010.

My Commission Expires:

CAROLYN DUNN Commission Expires

STATE OF Mississifficountry OF Delife
Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named, TAMARA REAVES, who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.
Given under my hand and official seal this the thought of the control of the cont
My Commission Expires:  ID # 30502  CANDACE CORDER  Commission Expires  Aug. 31, 2010
STATE OF Mississipp. COUNTY OF Delito
Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named, EDWARD NEWTON OVERSTREET, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned.
Given under my hand and official seal this the
My Commission Expires:
ID # 30502 CANDACE CORDER

STATE OF _	Idaho
COUNTY OF	Valley
	$\wedge$

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named, SHANNON LIMBERT, who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this the <u>lb</u> day of <u>Cpul</u>, 2010.

IOTARY PUBLIC

My Commission Expires:

